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RECORDATION NO. 21675-N FILED  
SEP 10 02 11:37 AM  
SURFACE TRANSPORTATION BOARD

OF COUNSEL  
URBAN A. LESTER

September 9, 2002

Mr. Vernon A. Williams  
Secretary  
Surface Transportation Board  
Washington, D.C. 20423

Re: GARC II Trust No. 98-A

Dear Mr. Williams:

Enclosed for recordation pursuant to the provisions of 49 U.S.C. Section 11301(a) are two (2) copies of Lease Supplement No. 5 (GARC II Trust No. 98-A), dated as of August 12, 2002, a secondary document as defined in the Board's Rules for the Recordation of Documents.

The enclosed document relates to the Lease Agreement (GARC II Trust No. 98-A) which was filed with the Board under Recordation Number 21675.

The names and addresses of the parties to the enclosed document are:

Lessor:	GARC II 98-A Railcar Trust c/o Wilmington Trust Company 1100 North Market Street Wilmington, DE 19890
Lessee:	General American Railcar Corporation II 500 West Monroe Street Chicago, IL 60601

Mr. Vernon A. Williams  
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A description of the railroad equipment covered by the enclosed document is:

One railcar GATX 035378

A short summary of the document to appear in the index is:

Lease Supplement No. 5

Also enclosed is a check in the amount of \$30.00 payable to the order of the Surface Transportation Board covering the required recordation fee.

Kindly return stamped copies of the enclosed document to the undersigned.

Very truly yours,

A handwritten signature in black ink, appearing to read 'R. Alvord', written in a cursive style.

Robert W. Alvord

RWA/anr  
Enclosures

RECORDED 21675-N FILED

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**LEASE SUPPLEMENT NO. 5  
(GARC II 98-A)**

**SURFACE TRANSPORTATION BOARD**

This Lease Supplement No. 5, dated as of August 12, 2002, between GARC II 98-A Railcar Trust by Wilmington Trust Company, not in its individual capacity but solely as Owner Trustee under the Trust Agreement ("Lessor"), and General American Railcar Corporation II, a Delaware corporation ("Lessee");

**WITNESSETH:**

Lessor and Lessee have heretofore entered into that certain Equipment Lease Agreement (GARC II 98-A) dated as of September 1, 1998 (the "Lease"). The terms used herein are used with the meanings assigned to such terms in the Lease.

The Lease provides for the execution and delivery of one or more Lease Supplements substantially in the form hereof for, among other things, the purpose of particularly describing all or a portion of the Unit of Equipment to be leased to Lessee under the Lease.

Now, Therefore, in consideration of the premises and other good and sufficient consideration, and pursuant to Section 2 of the Lease, Lessor and Lessee hereby agree as follows:

1. Lessor hereby delivers and leases to Lessee, and Lessee hereby accepts and leases from Lessor, under the Lease as herein supplemented, the Unit described in Schedule 1 hereto.
2. All of the terms and provisions of the Lease are hereby incorporated by reference in this Lease Supplement to the same extent as if fully set forth herein.
3. To the extent that this Lease Supplement constitutes chattel paper (as such term is defined in the Uniform Commercial Code) no security interest in this Lease Supplement may be created through the transfer or possession of any counterpart hereof other than the counterpart bearing the receipt therefor executed by the Indenture Trustee for the signature page hereof, which counterpart shall constitute the only "original" hereof for purposes of the Uniform Commercial Code.
4. This Lease Supplement shall be governed by and construed in accordance with the laws of the State of New York, including all matters of construction, validity and performance, without regard to principles of conflicts of laws.

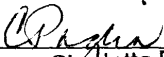
5. This Lease Supplement may be executed in any number of counterparts, each executed counterpart constituting an original but all together constituting one and the same instrument.

IN WITNESS WHEREOF, Lessor and Lessee have caused this Lease Supplement to be duly executed as of the day and year first above written and to be delivered as of the date first above written.

Lessor:


GARC II 98-A Railcar Trust

By: Wilmington Trust Company, not in its individual capacity but solely as Owner Trustee

By:   
Name: Charlotte Paglia  
Title: Senior Financial Services Officer

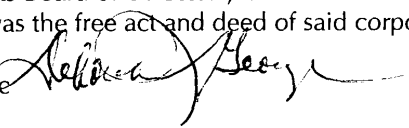
Lessee:

General American Railcar Corporation II

By:   
Name: Joseph E. McNeely  
Title: Vice President

State of Delaware )  
 ) SS  
County of New Castle )

On this 26 day of August, 2002, before me personally appeared **Charlotte Paglia**, to me personally known, who being by me duly sworn, say that he/she is Senior Financial Services Officer of GARC II 98-A Railcar Trust by Wilmington Trust Company, that said instrument was signed on such date on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Notary Public 

[Notarial Seal]

My commission expires:  
DEBORAH L. GEORGE  
**NOTARY PUBLIC-DELAWARE**  
My Commission Expires Nov. 21, 2003

State of Illinois )  
 ) SS  
County of Cook )

On this 12<sup>th</sup> day of August 2002, before me personally appeared Joseph E. McNeely, to me personally known, who being by me duly sworn, say that he is Vice President of General American Railcar Corporation, that said instrument was signed on such date on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Notary Public 

[Notarial Seal]

My commission expires:



**SCHEDULE 1**

<b><u>Car Type</u></b>	<b><u>DOT Class</u></b>	<b><u>Car Marking</u></b>
T107	111A100-W-1	GATX 035378